RESOLUTION NO. 8

SERIES NO. 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE FUNDING AGREEMENT WITH THE UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT TO PIPE THE MCCORMICK DITCH FROM 6TH TO 7TH STREETS

WHEREAS, the Town of Crested Butte, Colorado (the "<u>Town</u>") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town staff has recommended to the Town Council that the Town pipe the McCormick Ditch from 6th to 7th Street to, among other reasons including making the delivery of water in the McCormick Ditch more efficient by reducing water loss, make the Ditch safer for pedestrians and animals;

WHEREAS, the Town staff has, in support of such recommendation, presented to the Town Council that the Upper Gunnison River Water Conservancy District (the "<u>Upper Gunnison</u>") is willing to partially fund such McCormick Ditch piping project;

WHEREAS, in connection with partially funding such McCormick Ditch piping project, the Upper Gunnison has required that the Town enter into a Funding Agreement with the Upper Gunnison; and

WHEREAS, the Town Council finds hereby that entering into a funding agreement with the Upper Gunnison in order to obtain partial funding to undertake the McCormick Ditch piping project is in the best interest of the health, safety and general welfare of the citizens and visitors of the Crested.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

- 1. **Findings**. The Town Council hereby finds that entering into a funding agreement with the Upper Gunnison for the purposes of partially funding the McCormick Ditch piping project is in the best interest of the Town.
- 2. **Approval; Authorization of Town Manager**. Based on the foregoing, the Town Council hereby approves the funding agreement with the Upper Gunnison in substantially the same form as attached hereto as **Exhibit "A**." The Town Manager is hereby authorized to execute the funding agreement.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 18th DAY OF May, 2015.

TOWN OF CRESTED BUTTE

Ву: _

ATTEST

Lynelle Stanford, Town Clerk

Aaron J. Huckstep, Mayor

(SEAL)

2

EXHIBIT "A"

Funding Agreement

[attach approved form here]

FUNDING AGREEMENT

This Funding Agreement is made and entered into between the Upper Gunnison River Water Conservancy District (District) and Town of Crested Butte, a Home Rule Town (Grantee) effective as of the date of the District's execution hereof.

RECITALS

- A. The District is a Water Conservancy District created pursuant to the Water Conservancy Act, §37-45-101, et seq., Colorado Revised Statutes.
- B. The District was established to conserve the waters within the District in order to accomplish the greatest possible use for irrigation, domestic, municipal, industrial, mining, and all other beneficial purposes, and to defend and protect the waters of the District.
- C. A mission of the District is to encourage the in-basin beneficial use and maintenance of high quality standards for the water resources of the basin.
- D. The District has determined that an appropriate means to effect its purposes and accomplish its mission is to provide financial assistance to persons constructing projects that enhance water supply and stream conditions within the District.
- E. The District has adopted an amended policy for consideration of financial assistance requests (Policy).
- F. Grantee proposes to perform the McCormick Ditch Piping Project described in *EXHIBIT A* attached hereto (Project) and has made application to the District for financial assistance pursuant to and in compliance with the District's Policy.
 - G. The Project is consistent with the purposes and the mission of the District.
- H. The District has reviewed the Project pursuant to its Policy and desires to assist with the funding of the Project subject to the terms and conditions of this Agreement, and Grantee desires to receive such financial assistance from the District as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the reciprocal promises contained in this Agreement, the District and Grantee agree as follows.

1. Grantee's Project Plan and Use of Grant Money.

- 1.1 The total cost of the Project approved for a funding contribution by the District is estimated by Grantee to be \$45,510.00 as documented in *EXHIBIT A*.
- 1.2 The grant amount awarded to Grantee by the District is \$13,150.00. The grant funds advanced by the District to Grantee shall be used only for materials identified in the Project Budget in the Application for Funding attached as *EXHIBIT A*, as approved by the District in awarding the grant.
- 1.3 The estimated date for commencement of the Project is June, 2015. The estimated date for the completion of the Project is October, 2015.

2. <u>District's Financial Assistance</u>.

- 2.1 The grant funds will be paid to Grantee as follows: Upon completion of the Project, Grantee shall submit a Request for Final Payment together with an itemized statement for expenditures on the Project. Such statement shall include invoices for materials received and installed in the Project and paid for by Grantee, or to be paid upon receipt of funds from the District.
 - 2.2 The Request for Final Payment shall include:
 - 2.2.1 A representation and warranty by Grantee that all of the amounts due and payable for the materials approved by the District for funding during the period covered by the Request for Final Payment have been paid or, alternatively, a covenant that such amounts will be paid with the funds advanced to Grantee by the District in response to the Request for Final Payment.
 - 2.2.2 A representation and warranty by Grantee that all work done on the Project has been completed in a good and workmanlike manner and in accordance with the specifications contained in *EXHIBIT A*.
 - 2.3 After review of the Request for Payment, the District may:
 - 2.3.1 Require such additional documentation as the District deems necessary;

- 2.3.2 Conduct a joint inspection of the Project with Grantee to review work completed;
- 2.3.3 Make adjustments to the amount of funds requested by Grantee in its sole discretion.
- 2.4 The District shall disburse the grant amount, or so much thereof as is approved, within thirty days after approval of the Request for Final Payment by the District.

3. Grantee's Additional Responsibilities and Liabilities.

- 3.1 Grantee shall be responsible for making all Agreements and assuring the acquisition of all interests in property or other rights and all permits or other governmental approvals needed to complete the Project.
- 3.2 Grantee shall be responsible for the acts, errors and omissions of Grantee and its employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Project and for the acts, errors and omissions of the Project's owners and users. Grantee agrees to indemnify, hold harmless, and defend the District and its directors, officers, employees, agents, and attorneys for the actions, errors and omissions of Grantee and Grantee's employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in the performance of this Agreement and for the acts, errors and omissions of the Project's owners and users. The parties recognize that the District is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., Colorado Revised Statutes.
- 3.3 Grantee warrants performance of this Agreement and the completion of all work required for the Project. Grantee and any persons working on its behalf shall at all times comply with all applicable local, state, and federal laws and regulations. Not by way of limitation of the foregoing, it is specifically agreed that neither Grantee nor any persons working on its behalf on the Project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability, or religion.
- 3.4 Grantee represents and warrants to the District that the person executing this Agreement on behalf of Grantee has full power and authority to execute this Agreement, and that this Agreement constitutes a valid and binding obligation of Grantee.

4. Authorized Representatives, Addresses.

4.1 The District designates Frank J. Kugel, General Manager, as its representative to act for the District in connection with this Agreement. All communication with the District shall be directed to:

Frank J. Kugel, General Manager 210 West Spencer, Suite B Gunnison, CO 81230 Telephone: (970) 641-6065 fkugel@ugrwcd.org

4.2 Grantee designates Janna J. Hansen as its representative to act for Grantee in connection with this Agreement. All communication with Grantee shall be directed to:

Janna J. Hansen
507 Maroon Avenue
Crested Butte, CO 81224
Telephone: (970) 349-5338, ext. 110
JHansen@crestedbutte-co.gov

Miscellaneous.

- 5.1 <u>Assignment</u>. The Agreement involves the grant of public money for public purposes. Consequently, this Agreement shall not be assigned by Grantee without the District's prior written approval, which may be withheld in the District's sole discretion.
- 5.2 <u>Binding Effect</u>. This Agreement shall be immediately binding upon both parties and their respective successors, if any.
- 5.3 No Partnership, Joint Venture or Third Party Beneficiaries. This Agreement is not intended to and does not create any partnership, joint venture or similar relationship between the District and Grantee or any other persons or entities. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the District and Grantee, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person or entity. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- 5.4 <u>Additional Limitations on the District's Responsibilities</u>. The District's involvement with the Project's construction and operation shall be limited to payment of the stated sum in the form of a grant to Grantee. The District shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.
- 5.5 Remedies. If Grantee is in breach or default of any obligation under this Agreement, the District may give Grantee written notice of such breach or default. Upon receipt of such notice, within thirty days Grantee shall both cure such breach or default and provide the District evidence of such cure. If Grantee fails to cure any such breach or default within thirty days, the District may terminate this Agreement and Grantee shall be required to promptly repay to the District the full

amount of any grant funds received. As part of any judgment in an action for breach or for enforcement of this Agreement, the District shall be awarded its attorneys' fees and litigation costs.

- 5.6 <u>Notices</u>. All notices required or appropriate pursuant to this Agreement shall be given in writing to the parties' designated representatives at the addresses stated in paragraph 4. Notices shall be deemed received upon hand delivery or three days after first class mailing thereof with return receipt requested.
- 5.7 <u>Entire Agreement/Amendments</u>. This Agreement is the complete integrated understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment to this Agreement shall have any force or effect unless stated in writing approved and executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions stated herein.

Upper Gunnison River Water Conservancy District	Town of Crested Butte		
By: Frank J. Kugel, General Manager	Date	By: Janna J. Hansen	Date

EXHIBIT A

EXHIBIT A UGRWCD_CRESTED BUTTE FUNDING AGREEMENT Page 1 of 10 pages.

UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT 2015 GRANT APPLICATION

Date Received (for UGRWCD use only):
Project Title: McCormick Ditch Piping Project
Applicant : Town of Crested Butte
Contact Information:
Name: <u>Janna J. Hansen</u>
Address: 507 Maroon Ave Crested Butte, CO 81224
Phone: <u>970.349.5338 x 110</u> Fax: 970-349-6626 Email: <u>JHansen@crestedbutte-co.gov</u>
Estimated Start Date <u>June</u> , <u>2015</u> Estimated Completion Date <u>October</u> , <u>2015</u>
Amount of Funding Request: \$13,150
Match Amount provided (all sources): \$32,360 secured
Total Project Cost: \$45,510
Project Description:

The McCormick Ditch (the "ditch") serves the Town of Crested Butte (the "Town") and the Verzuh Ranch with municipal parks and agricultural irrigation water drawn from Coal Creek. The water rights associated with the ditch date to 1906 and 1961 adjudications (see Appendix D). The ditch currently consists of an unlined earthen canal that winds its way through a portion of the Town of Crested Butte and conveys adjudicated water rights totaling 10 cfs.

The open ditch presents significant maintenance challenges and public safety concerns for the Town. Property owners use the ditch to dispose of lawn clippings and trash. Debris frequently causes stoppages against the grate and occasionally causes the Town's streets to flood. Farther down, from 7th to the Rainbow Park tailgate, the ditch is piped. This piped section must frequently be cleaned out by the Town because of debris that flows down from the open section. When this debris reaches the Rainbow

EXHIBIT A UGRWCD_CRESTED BUTTE FUNDING AGREEMENT Page 2 of 10 pages

Field pump system it also can clog the pump structure there, requiring that Town personnel clean the filter.

The Town's Parks and Recreation and Public Works Department uses public resources to maintain and unclog the ditch on a routine basis. Parks personnel check the grates and the filter at the Rainbow Park pumphouse on a daily basis. Twice a week they walk the unpiped length of the McCormick Ditch to check for debris and stoppages. Two people from the Town spend an average of 30 minutes per work day to maintain the ditch, clear two grates and clean the filters at the pump station at Rainbow Park. The Parks and Recreation Department estimates that this personnel time amounts to 5 hours a week during the 20 week irrigation season, for a total of roughly \$3,500 in personnel time annually.

Because the McCormick Ditch is unlined and unpiped, a portion of the water diverted is lost to seepage, evaporation, and phreatophytes. The Town would like to make the following improvements to the ditch system:

1) Pipe McCormick Ditch from 6th to 7th St.

Piping the open segment from 6th to 7th would eliminate safety concerns associated with the ditch, eliminate occasional flooding from blockages, reduce maintenance associated with the ditch, and create municipal efficiency savings. The piping of McCormick Ditch from 6th to 7th will result in estimated water savings of 5.3 acre-feet per year (calculated based on estimated seepage reduction and reduced phreatophytic and evaporative losses).1

The applicant is seeking UGRWCD funding to cover part of the materials needed to complete the piping of McCormick Ditch from 6th to 7th.

Please see Appendix A, Detailed Project Description and Budget, and Appendix B, McCormick Ditch Feasibility Design Report, for additional details and for information on how the proposed project will meet UGRWCD goals and objectives. Appendix C provides engineering designs for the piping. Appendix D provides the Town's ditch decrees for McCormick.

¹ The total amount of efficiency savings noted in the SGM Report amounts to 15.5 af annually. This number includes the piping associated with 4^{th} and 6^{th} streets. The 5.3 af number used here reflects the portion of the project piping 6^{th} - 7^{th} .

EXHIBIT A UGRWCD_CRESTED BUTTE FUNDING AGREEMENT Page 3 of 10 pages

APPENDIX A: Detailed Project Description and Budget

I. Introduction

The McCormick Ditch (the "ditch") serves the Town of Crested Butte (the "Town") and the Verzuh Ranch with municipal parks and agricultural irrigation water drawn from Coal Creek. The water rights associated with the ditch date to 1906 and 1961 adjudications (see Appendix D). The ditch currently consists of an unlined earthen canal that winds its way through a portion of the Town of Crested Butte and conveys adjudicated water rights totaling 10 cfs.

The open ditch presents significant maintenance challenges and public safety concerns for the Town. Property owners use the ditch to dispose of lawn clippings and trash. Debris frequently causes stoppages against the grate and occasionally causes the Town's streets to flood. Farther down, from 7th to the Rainbow Park tailgate, the ditch is piped. This piped section must frequently be cleaned out by the Town because of debris that flows down from the open section. When this debris reaches the Rainbow Field pump system it also can clog the pump structure there, requiring that Town personnel clean the filter.

The Town's Public Works and Parks and Recreation Departments use public resources to maintain and unclog the ditch on a routine basis. Parks personnel check the grates and the filter at the Rainbow Park pumphouse on a daily basis. Twice a week they walk the unpiped length of the McCormick Ditch to check for debris and stoppages. Two people from the Town spend an average of 30 minutes per work day to maintain the ditch, clear two grates and clean the filters at the pump station at Rainbow Park. The Parks and Recreation Department estimates that this personnel time amounts to 5 hours a week during the 20 week irrigation season, for a total of roughly \$3500 in personnel time annually.

Because the McCormick Ditch is unlined and unpiped, a portion of the water diverted is lost to seepage, evaporation, and phreatophytes. The Town would like to make the following improvements to the ditch system:

1) Pipe McCormick Ditch from 6th to 7th St.

Plping the open segment from 6th to 7th would eliminate safety concerns associated with the ditch, eliminate occasional flooding from blockages, reduce maintenance associated with the ditch, and create municipal efficiency savings. The piping of McCormick Ditch from 6th to 7th will result in

EXHIBIT A UGRWCD_CRESTED BUTTE FUNDING AGREEMENT Page 4 of 10 pages

estimated water savings of 5.3 acre-feet per year (calculated based on estimated seepage reduction and reduced phreatophytic and evaporative losses).¹

The applicant is seeking UGRWCD funding to cover part of the materials needed to complete the piping of McCormick Ditch from 6th to 7th.

Significant matching funds and in-kind contributions have been obtained from the Town of Crested Butte, Western Resource Advocates (WRA), and High Country Conservation Advocates (HCCA).

The Town has approved \$5,000 in its 2015 budget to go toward materials for the piping project. The Town has also agreed to contribute \$10,000 in labor and equipment for the piping of the ditch from 6th to 7th. The combined total of the Town's matching contributions (\$5,000 for materials; \$10,000 for in-kind) will amount to \$15,000. The Town has also agreed to take on additional contingency costs if necessary.

WRA estimates that at the completion of the project it will have contributed \$3,820 in personnel time and \$765 in administration costs during project development. WRA has also already contributed \$10,755 within the last 9 months to pay consulting costs for the project feasibility study.² The total amount of the WRA contribution amounts to \$15,360.

HCCA has contributed approximately \$2,000 of in-kind personnel time for grant writing and project development.

Thus, approximately \$32,360 of project support has already been accounted for. Nonetheless, to see this project through to fruition, the Town needs to secure an

² WRA matching and in-kind contributions.

Expense	9-month period (ending Feb. 2015)		
Personnel	\$3,820		
Professional Fee #1 SGM (Feasibility Study)	\$10,775		
Administrative Costs	\$765		
TOTAL	\$15, 360		

¹ The total amount of efficiency savings noted in the SGM Report amounts to 15.5 af annually. This number includes the piping associated with 4th and 6th streets. The 5.3 af number used here reflects the portion of the project piping 6th-7th.

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additional \$13,150 for materials. The Town is requesting \$13,150 from the Upper Gunnison River Water Conservancy District to provide the final funding necessary to complete the McCormick Ditch Piping Project.

II. Project Sponsors and Participation

- -The Town of Crested Butte is a water rights holder in the McCormick Ditch. The Town is the contracting entity and will provide in-kind donations of equipment and labor. The Town will be the primary contact for construction (see detailed budget below for in-kind descriptions). The Town will also facilitate completion of the project through obtaining necessary permits and overseeing project implementation. As the contracting entity, the Town will oversee project implementation and invoice funders for project work. Upon completion of the piping the Town will provide a report with pictures of the project outcome.
- -High Country Conservation Advocates (formerly known as High Country Citizens' Alliance), is a regional conservation group founded in 1977, dedicated to preserving the rivers, wild places and wildlife in the Upper Gunnison River basin. HCCA is based in Crested Butte and has over 800 members. It is a 501 (c) (3) non-profit, and its programs are supported by individual donations, memberships and grants. HCCA's role in the proposed project includes assisting the Town to secure the final funding necessary to make this project possible.
- -SGM is the engineer and designer of the project. They have previously designed a similar diversion reconstruction upstream on Coal Creek for the Halazon Ditch.
- WRA is an environmental organization with offices in Colorado, Utah, Arizona, Nevada and New Mexico. One of WRA's three primary focus areas is water. WRA works to protect healthy flows in rivers and to promote the efficient use of water resources. WRA has worked with HCCA and other local groups since 1998 and is currently working with the Coal Creek Watershed Coalition and the Town on the Rushing Rivers Project.
- Bill Lacy is a water rights holder on McCormick Ditch. The Town has discussed the project with him and is willing to cooperate to accommodate his irrigation schedule and to ensure that the pipe capacity can deliver the full share of his water rights.

EXHIBIT A UGRWCD_CRESTED BUTTE FUNDING AGREEMENT Page 6 of 10 pages

III. Project Benefits

Upon completion of the project, the Town and the public will realize the following benefits:

- A closed, safer ditch system.

Piping the ditch will eliminate occasional flooding of the streets of Crested
 Butte from debris stoppage.

- Cost savings- After completion of the project the Town will be able to avoid using public resources to clean and unclog the ditch and filters at Rainbow Park. Currently, this cost amounts to roughly \$3,500 in personnel time annually.

- Water savings of 5.3 af annually through the efficient use of water from preventing seepage, evaporative, and phreatophyte losses of water. The water efficiency savings created by this project and others identified by the efficiency audit could reduce the Town's impact on Coal Creek and its riparian habitats.

- Enhancement of a collaborative partnership between the Town of Crested Butte, environmental organizations, and local irrigators.

- Reduced contamination of ditch water caused by proximity of the open ditch to residential units.

IV. How does this project help to fulfill the District's mission and meet eligibility requirements?

This project is appropriate and is consistent with the Upper Gunnison River Water Conservancy District's mission. The *Municipal Outdoor Irrigation System-Wide Improvement Project takes* a proactive approach to increasing municipal water use efficiency while protecting existing uses in the Upper Gunnison River Basin.³

The proposed project is located within the boundaries of the District. It also meets the UGRWCD eligibility criteria because it will improve the Town of Crested Butte's water supply and increase the Town's water use efficiency. Piping the McCormick ditch will reduce the amount of water the Town needs to divert from Coal Creek by 5.3 af annually. The project will improve an existing water supply by eliminating maintenance costs and stoppages associated with the ditch.

³ The District's statutory purposes include the enhancement of beneficial uses for municipal purposes and for water use efficiency projects.

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In addition to meeting the aforementioned eligibility requirements, the project is consistent with the District's values. The Town of Crested Butte is adopting smart water efficiency policies and eliminating flooding. The efficiencies gained from piping will require that less water be diverted to irrigate, potentially supporting ecological, recreational, and aesthetic uses of Coal Creek. Finally, this project will foster collaboration between local and statewide environmental entities and the Town of Crested Butte.

V. Technical Information

In addition to the information provided herein, the project proponent has a feasibility report conducted by SGM consultants (Appendix B). Additional project design documents are attached (Appendix C). Decrees discussing the Town's water rights are attached (Appendix D).

VI. Timeline and Tasks

McCormick Ditch Piping Project⁵

Pipe the McCormick Ditch from 6th to 7th St. The proposed design improvements for the McCormick Ditch are illustrated in Figure 4-1 and consist of placing ditch flows in a 24-inch diameter pipe along the north side of Teocalli Drive that would be extended through the property when it is developed. Features of the design include:

- 400 LF 24-inch diameter HDPE pipe
- 1 x 48-inch manhole to access pipeline for cleaning, debris removal, maintenance etc. as necessary
- Screened entrance
- Connection to existing pipeline along Teocalli Avenue between 6th and
 7th Street
- Valved connection to lateral serving Gothic Park Irrigation

⁴ Please note that several of the cost estimates have been reduced from the numbers reflected in the SGM report. The Town has extensive public works experience and has lowered the costs of contingency for this project. Additionally, only one portion of the project, Task 2, will require additional engineering.

⁵ Please see attached design plans for detailed schematics of the piping design project.

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Timeline: The timeline for completion of this task will be scheduled at a time when shutting off the water supply to the ditch does not interfere with irrigation at Verzuh Ranch. The Town of Crested Butte anticipates shutting off the water to the ditch on August 15, 2015 after Billy Jo Lacy has finished irrigating. The Town will begin working on installation after the ditch has dried at the start of September and the task will be completed before snowfall.

VII. Deliverables

The Town of Crested Butte will provide a full report to the UGRWCD upon completion of the project. The report will document project work with a brief engineering report, before/during/after photographs, and a discussion of any changes to the above statement of work responsive to circumstances on the ground. HCCA and the Town of Crested Butte are also happy to present the report in person to the UGRWCD.

EXHIBIT A UGRWCD_CRESTED BUTTE FUNDING AGREEMENT Page 9 of 10 pages

VIII. McCormick Ditch Piping Project Budget

ITEM DE	SCRIPTION			<u>UNIT</u>	<u>EST</u>	SUB TOT
	Project Costs mick Ditch Piping	<u>UNIT</u>	<u>QTY</u>	<u>COST</u>	<u>COST</u>	COST
61. 3	Segment 1 (6 th to 7 th					
St.)	24-inch HDPE Pipeline 48-inch manhole ⁶ Connection/Exit Contingency Equipment and Labor	LF EA EA %	400 1 2 5 1	\$25 \$1,500 \$2,500 \$1,650 \$10,000	\$10,000 \$1,500 \$5,000 \$1,650 \$10,000	\$28,150
<u>Feasibl</u>	lity Report Engineering/Design		1	\$10,775	\$10,775	\$10,775
<u>Ofher</u>	Personnel Administrative Costs					\$5,820 \$765
	,		(14)	PART 1. TO	\$45,510	

⁶ This number has been reduced from our initial submittal. The SGM number quoted includes 50% of cost for installation. The Town will be installing the manhole. In the budget we have reduced the cost of materials accordingly.

EXHIBIT A UGRWCD_CRESTED BUTTE FUNDING AGREEMENT Page 10 of 10 pages

Part 2. In-Kind Contributions

Segment 1				Town
	quipment & Labor aterials		\$10,000 \$5,000	104411
	bility Report			WRA
Fees Er	ngineering/Design		\$10,775	
Other				AA/E> A
Pe	ersonnel		\$3,820	WRA
			\$2,000	HCCA
Ad	dministrative Costs		\$765	WRA
		PART 2. TOTAL	\$32,360	
		BALANCE (PART 1 PART 2.)	\$13,150	
PART 3. BA	LANCE OF \$13,150			
UGRWCD	Grant request		\$13,150	